

EXHIBIT B



Mickey

MICKEY GROUP INC. | New York NY USA | www.mickeytrading.com

CONFIDENTIAL

August 16, 2022

Re: Offer Letter

Dear Mike,

We are thrilled to extend you the offer to join Mickey Group Inc. (the “Company”) as President, a full-time exempt position.

This offer is subject to and contingent upon satisfactory completion of the acquisition of MaterialsXchange, LLC by the Company as well as of reference and background checks. The principal terms of our offer are as follows:

- **Proposed start date and responsibility:** You will start working for the Company on August 22nd. The Company is offering you the position of “President” and your duties on behalf of the Company will be commensurate with such position. You will report to the Chief Executive Officer of the Company and perform such duties as may be assigned to you by the Chief Technology Officer, and Controller of the Company from time to time.
- **Principal place of employment:** Subject to reasonable business travel, you will perform your duties on behalf of the Company at the Company remotely or in the presumed Chicago office.
- **Compensation:** You will receive a Salary of \$200,000 per year, payable on a semi-monthly basis, less applicable deductions under federal and state law paid in accordance with the Company’s payroll practices in effect from time to time. Currently, paychecks are issued on the fifteenth of the month and the last day of the month.
- **Severance:** Should your employment be terminated Without Cause (as defined by State of Illinois) you are entitled to Severance Pay of Three-months of Base Salary paid on regular payroll schedule following your departure from Company. Your right to receive Severance Pay is conditioned on the execution and delivery of a binding general release.
- **Raise:** Upon close and collection of “Series A” Financing Round (Defined as an Equity Financing with Total Proceeds to the Company of not less than \$5,000,000), Salary to increase to \$300,000 per year. Upon close and collection of “Series B” Financing Round (Defined as a Subsequent Financing with Total Proceeds to the Company of not less than \$25,000,000), Salary to increase to \$400,000 per year. Notwithstanding the foregoing, you must be employed with the Company in order to earn such Raise, and you may not earn Raise after your employment with the Company has terminated.

- **Bonus:** Upon close and collection of “Series A” Financing Round (Defined as an Equity Financing with Total Proceeds to the Company of not less than \$5,000,000), you will be eligible to receive a \$50,000 one-time bonus payment. Notwithstanding the foregoing, you must be employed with the Company in order to earn such Bonus, and you may not earn Bonus after your employment with the Company has terminated.
- **Commission:** In addition, you are eligible to participate in a Quarterly Bonus Payment equal to 15% of the (x) total Gross Profits attributable to Exchange Transactions (aka orders originated via the MaterialsXchange marketplace). This commission will be split among the group(s) of person(s) who performed work relating to those sales. Notwithstanding the foregoing, you must be employed with the Company in order to earn a commission, and you may not earn commissions after your employment with the Company has terminated. Notwithstanding anything to the contrary herein, any and all determinations relating to commission payments will be made by the Company in good faith. Commission to be distributed Quarterly and total shall reflect only such transactions that are fully realized, collected, and delivered.
- **Proposed Option Grant:** As soon as practicable following your start date, you shall be granted, subject to approval by our Board of Directors and the execution of a binding stock option award agreement, an option to purchase 555,000 of the Company’s common stock. The option shall be subject to vesting as follows: 25% of the total number of shares shall vest and become exercisable on the first anniversary of your start date and the remaining portion shall vest over the next 36 months in equal monthly installments, in each case, subject to your continuing service through the applicable vesting dates and the other terms and conditions of the Mickey Group Inc. 2020 Stock Option and Grant Plan. Stock Option Strike Value subject to 409A Valuation of Company at time of Stock Grant.

As part of the Mickey Group team, you are also eligible for the following benefits beginning on your actual start date:

- 401k Program currently managed by Betterment

Your employment with the Company is also contingent upon your acknowledgement and acceptance of all Company policies and employee guidelines, which you will receive during onboarding, including the Company’s standard Non-Disclosure and Invention Assignment Agreement, a copy of which is enclosed with this letter.

On your first day of employment, you will be provided with additional information about the objectives and policies, benefit programs, and general employment conditions. To fulfill federal identification requirements, you should bring documentation to support your identity and eligibility to work in the United States.

By signing this offer letter, you confirm to the Company that you have no contractual commitments or other legal obligations that would prohibit you from performing your duties for the Company.

This offer letter and the policies and agreements referenced above represents the entire agreement between you and the Company with respect to the terms of your employment. This agreement supersedes any prior arrangement, representations, or promises of any kind, whether oral, written, express, or implied between you and the Company.

Please note that your employment with the Company is for no specified period and constitutes “at will” employment. As a result, you are free to resign at any time, for any reason or for no reason. Similarly, the Company is free to conclude its employment relationship with you at any time, with or without cause, and with or without notice. We request that, in the event of resignation, you give the Company at least two weeks’ notice.

Although your job duties, title, compensation and benefits, as well as the Company’s personnel policies and procedures, may change from time to time, the “at will” nature of your employment may only be changed in an express written agreement signed by you and by the Chief Executive Officer of the Company.

All forms of compensation referred to in this offer letter are subject to reduction to reflect applicable withholding and payroll taxes and other deductions required by law. You are encouraged to obtain your own tax advice regarding your compensation from the Company. By signing this offer letter, you agree that the Company does not have a duty to design its compensation policies in a manner that minimizes your tax liabilities, and you will not make any claim against the Company or its Board related to tax liabilities arising from your compensation.

If the terms and conditions of this offer letter are acceptable to you, please sign below. This offer will expire at 5:00pm on August 17, 2022.

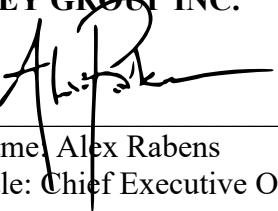
We are excited to have you join the company to help us build the future. You will be a great addition to the team and we look forward to your arrival!

If you have any questions, please contact me directly.

[Signature Page Follows]

Sincerely,

MICKEY GROUP INC.

By: 

Name: Alex Rabens
Title: Chief Executive Officer

Agreed and accepted by **Mike Wisniewski**:

DocuSigned by:


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Signature

Dated: 8/16/2022

[Signature Page to Offer Letter]